

TRANSFER
TAX
PAIDWARRANTY DEED

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JAMES C. SCHOENTHALER and BETSY C. SCHOENTHALER of Waterville, County of Kennebec and State of Maine for consideration paid, grant to HAMMOND LUMBER COMPANY of a Maine Corporation, having a place of business in Belgrade, County of Kennebec and State of Maine with WARRANTY COVENANTS the land in Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Beginning at an iron pin on the northerly side of the West River Road which pin marks the southeast corner of land owned by the grantors; thence north sixty-two degrees fourteen minutes, thirty-five seconds west a distance of two hundred forty-four and thirteen one hundredths feet (244.13') to an iron pin; thence south fifty-three degrees, fourteen minutes, thirty-eight seconds west a distance of seventy (70) feet to an iron pin; thence south thirty-four degrees, forty-four minutes, nineteen seconds east a distance of one hundred eighty-five (185) feet to an iron pin on the northerly side of the West River Road; thence north sixty-four degrees, eighteen minutes, thirteen seconds east along the northerly side of the West River Road to the point of beginning.

Being a portion of the premises conveyed to James C. Schoenthaler by Delia Schoenthaler by warranty deed dated May 4, 1978 and recorded in the Kennebec County Registry of Deeds, Book 2102, Page 91. The lot conveyed herein is further described on a plan entitled "Plan of the Lot to be Deeded by James C. & Betsy C. Schoenthaler" dated June, 1985 drawn by K & K Land Surveyors, Inc., and recorded this date in the Kennebec County Registry of Deeds.

The lot conveyed is subject to the following restrictive covenants:

1. Commercial Uses Prohibited: No building constructed on said lot shall be used or occupied for any commercial purpose whatsoever, but shall be solely for private residential purposes; PROVIDED that this restriction shall not be construed to prevent the rental of a residence on said lot for private residential purposes.

2. One Residential Dwelling Only: No residence designed for multi-family occupancy, and no more than one principal building designed for single-family residential purposes, shall be erected on said lot; PROVIDED, that this restriction shall not be construed to prevent the erection of buildings whose use is auxiliary to the principal building, including, by way of illustration, garages, pump houses, buildings for the storage of gardening equipment and the like, and greenhouses.

3. Subdivision: The lot shall not be further subdivided.

4. Building Standards; Living Area: Any building of whatever type, erected on said lot, shall be finished in neatly applied clapboards, shingles, stone, masonry or other similar so-called finished siding; asphalt, asbestos and tarred paper siding shall not be permitted.

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No building or structure of boxed or sheet metal construction, so-called, shall be erected on said lot, except portable storage sheds no bigger than six (6) feet wide by eight (8) feet long and high.

No principal residence on said lot shall be occupied unless the exterior thereof has been fully finished, including the painting and/or staining thereof, and the lot has been finish graded and landscaped. No temporary building shall be occupied for dwelling purposes on said lots during the time that any principal residence is under construction thereon.

Any principal residence constructed on said lot shall contain at least two thousand (2,000) square feet of living area exclusive of porches, breezeways, exterior stairways, and garages.

The exterior of buildings and landscaping on said lot shall be completed within twelve months after construction commences.

5. Maintenance: Said lot, and all improvements thereon shall be maintained by the owner so as to present a neat and attractive appearance. Unusable automobiles or other junk material or debris shall not be stored or allowed to accumulate on the premises.

6. Animals: No animals or fowl shall be bred, kept or raised for commercial purposes on said lot, but dogs, cats and other domestic animals regularly housed within the home may be maintained as household pets.

7. Mobile Homes: No house trailers or mobile homes shall be placed or maintained on any of said lots; nor shall any travel trailers, travel campers or motor homes be placed or maintained thereon unless enclosed in a garage, stored next to the side of the garage or stored in back of the garage; nor shall any of the foregoing be used for purposes of habitation on any of said lots.

8. Signs: No signs, other than relative to the sale or leasing of said lots, shall be erected or maintained on said lots or on any building thereon.

9. Acquiescence Not a Waiver: The acquiescence of the grantor or his heirs or assigns, to any activity in violation of the foregoing covenants shall not be deemed a waiver of any rights which any person may have to enforce such restrictions.

10. Duration of Covenants; Amendments: These covenants shall remain in full force and effect, and run with said lot, in perpetuity, for the benefit of land retained by grantors.

WITNESS our hands and seals this 19th day of August, 1988.

Andrea C. Hajarian
witness

James C. Schoenthaler
JAMES C. SCHOENTHALER

witness

X Betsy C. Schoenthaler
BETSY C. SCHOENTHALER

THE STATE OF MAINE
Kennebec, ss.

August 19, 1988

Then personally appeared the above named JAMES C. SCHOENTHALER and BETSY C. SCHOENTHALER and acknowledged the foregoing instrument to be their free act and deed.

Before me, Andrea C. Najarian
Notary Public Attny
ANDREA C. NAJARIAN

RECEIVED KENNEBEC SS.

1988 AUG 24 PM 3:23

ATTEST: Theresa B. Moore
REGISTER OF DEEDS